

PURCHASE ORDER CONTINUATION SHEET

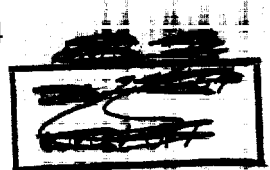


EXHIBIT "B"

TERMS AND CONDITIONS

1. Payments under this Purchase Order will be made weekly or monthly at the sellers option. Invoices will be addressed to:  
  
The Ramo-Wooldridge Corporation  
Communications Division  
Accounts Payable Section  
P. O. Box 45444, Airport Station  
Los Angeles 45, California
2. Invoices will contain names of personnel furnished and total number of hours worked for the period covered by the invoice.
3. The work called for under this Purchase Order shall be performed by personnel of the Seller qualified technically or otherwise to perform the same.
4. Direct Labor - Seller shall be entitled to payment only for direct labor hours performed under, to the extent and at the rates specified in, this Purchase Order. Said rates include full compensation to Seller for overhead, plant burden, administration expense, profits, financing costs, depreciation, etc. No premium overtime payments will be reimbursable by Buyer except to the extent, if any, specified in this Purchase Order or in a Change Notice hereto issued by Buyer and acknowledged by Seller.
5. Records - Seller's accounting system shall be subject to Buyer's approval. Seller shall maintain detailed, complete and accurate accounting records of the hours of direct labor performed hereunder, and the hours of such labor billed by Seller shall be supported by individual daily job time cards (preferably signed by the workers), and be evidence of actual payment either through payroll records or cancelled checks. All records pertaining to this order shall be preserved for at least five (5) years after date of completion.
6. Inspection and Audit - Representatives of Buyer and/or the Government shall have the right to inspect and audit Seller's plant, books, and records pertaining to this Purchase Order, and the work hereunder, at all times during regular business hours, and shall have the right to determine the correctness and propriety of the costs and charges billed by Seller. If any such inspection or audit discloses errors in the computation of direct labor hours, resulting in overpayments by Buyer, the amount thereof shall be refunded to Buyer promptly upon demand.

Continued...

PURCHASE ORDER CONTINUATION SHEET

TERMS AND CONDITIONS

EXHIBIT "B"

Continued...

7. As a condition to any extension of this contract, Rawo-Wouldridge Corporation may elect to make or have made by the Government an audit verification of the Contractor's most recent cost experience as they relate to hourly rates charged under this agreement.
8. Insurance - Liability to Third Person - The Seller shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to performance under this Purchase Order, and such other insurance as the Buyer from time to time requires with respect to performance under this Purchase Order; provided, that the Seller in fulfillment of its obligation to procure workmen's compensation insurance may, with the approval of the Buyer and pursuant to statutory authority, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amounts, and for such periods of time, as the Buyer may from time to time require or approve, and with insurers approved by the Buyer.
9. Printed terms and conditions on the back of the Purchase Order shall be applicable. In the event of any conflict between the provisions appearing on the back of this Purchase Order and those in Exhibit B, the provisions in Exhibit B shall govern.